First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-025783

Company Tracking Number: FF.15.001.2007.04

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas

Project Name/Number: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas/FF.15.001.2007.04

# Filing at a Glance

Companies: Hartford Casualty Insurance Company, Hartford Insurance Company of the Midwest, Hartford Underwriters Insurance Company, Property and Casualty Insurance Company of Hartford, Sentinel Insurance Company Limited, Trumbull Insurance Company, Twin City Fire Insurance Company, Hartford Fire Insurance Company, Hartford Accident and Indemnity Company

Product Name: A-5970-2 (Ed. 10/07) SERFF Tr Num: HART-125259737 State: Arkansas

Amendment of Policy Provisions - Arkansas

TOI: 19.0 Personal Auto SERFF Status: Closed State Tr Num: AR-PC-07-025783

Sub-TOI: 19.0001 Private Passenger Auto Co Tr Num: FF.15.001.2007.04 State Status:

(PPA)

Filing Type: Form Co Status: Initial Filing Reviewer(s): Alexa Grissom, Betty

Montesi, Brittany Yielding Disposition Date: 08/16/2007

Authors: Joyce Driscoll, Claire

Dubord, David Logan, Angela

Isaac

Date Submitted: 08/13/2007 Disposition Status: Approved

Effective Date Requested (New): 11/02/2007 Effective Date (New): 11/03/2007

Effective Date Requested (Renewal): Effective Date (Renewal):

## **General Information**

Project Name: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Status of Filing in Domicile:

Arkansas

Project Number: FF.15.001.2007.04 Domicile Status Comments:

Reference Organization: Insurance Services Office, Inc.

Reference Number: PP-2007-OEND1

Reference Title: Arkansas Revised Auto Endorsements Approved

Advisory Org. Circular: LI-PA-2007-160

Filing Status Changed: 08/16/2007

State Status Changed: 08/14/2007 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We herewith submit for approval Form A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas as described in the Explanatory Memorandum prepared by Nancy Daly, Product Consultant.

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-025783

Company Tracking Number: FF.15.001.2007.04

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas

Project Name/Number: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas/FF.15.001.2007.04

## **Company and Contact**

**Filing Contact Information** 

Joyce Driscoll, Filing Analyst joyce.driscoll@thehartford.com

690 Asylum Avenue (860) 547-3468 [Phone] Hartford, CT 06055 (860) 547-5941[FAX]

**Filing Company Information** 

Hartford Casualty Insurance Company CoCode: 29424 State of Domicile: Indiana Hartford Plaza Group Code: 91 Company Type: Property

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-0294398

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Hartford Insurance Company of the Midwest CoCode: 37478 State of Domicile: Indiana Hartford Plaza Group Code: 91 Company Type: Property

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-1008026

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Hartford Underwriters Insurance Company CoCode: 30104 State of Domicile: Connecticut

Hartford Plaza Group Code: 91 Company Type: Property

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-1222527

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Property and Casualty Insurance Company of CoCode: 34690 State of Domicile: Indiana

Hartford

Hartford Plaza Group Code: 91 Company Type: Property

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-1276326

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Sentinel Insurance Company Limited CoCode: 11000 State of Domicile: Connecticut

Hartford Plaza Group Code: 91 Company Type: Property

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-1552103

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Trumbull Insurance Company CoCode: 27120 State of Domicile: Connecticut

Hartford Plaza Group Code: 91 Company Type: Property

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-025783

Company Tracking Number: FF.15.001.2007.04

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas

Project Name/Number: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas/FF.15.001.2007.04

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-1184984

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Twin City Fire Insurance Company CoCode: 29459 State of Domicile: Indiana

Hartford Plaza Group Code: 91 Company Type: Property

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-0732738

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Hartford Fire Insurance Company CoCode: 19682 State of Domicile: Connecticut

Hartford Plaza Group Code: 91 Company Type:

690 Asylum Avenue

Hartford, CT 06115 Group Name: State ID Number:

(860) 547-5000 ext. [Phone] FEIN Number: 06-0383750

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Hartford Accident and Indemnity Company CoCode: 223

690 Asylum Ave

Hartford, CT 06115

(860) 547-5000 ext. [Phone]

CoCode: 22357 State of Domicile: Connecticut

Group Code: 91 Company Type: Property

Group Name: State ID Number:

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FEIN Number: 06-0383030

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-025783

Company Tracking Number: FF.15.001.2007.04

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas

Project Name/Number: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas/FF.15.001.2007.04

# **Filing Fees**

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? No

Fee Explanation:

Per Company: No

CHECK NUMBER CHECK AMOUNT CHECK DATE 25510572 \$20.00 08/10/2007

# **State Specific**

Check\_No: 25510572 Check\_Amt: \$20.00 Check\_Rec: 08-14-2007

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-025783

Company Tracking Number: FF.15.001.2007.04

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas

Project Name/Number: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas/FF.15.001.2007.04

# **Correspondence Summary**

### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	08/16/2007	08/16/2007

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-025783

Company Tracking Number: FF.15.001.2007.04

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas

Project Name/Number: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas/FF.15.001.2007.04

# **Disposition**

Disposition Date: 08/16/2007

Effective Date (New): 11/03/2007

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

**Overall Rate Information for Multiple Company Filings** 

Overall Percentage Rate Indicated For This Filing 0.000%

Overall Percentage Rate Impact For This Filing 0.000%

Effect of Rate Filing-Written Premium Change For This Program \$0

Effect of Rate Filing - Number of Policyholders Affected 0

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-025783

Company Tracking Number: FF.15.001.2007.04

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas

Project Name/Number: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas/FF.15.001.2007.04

Item Type Item Name Item Status Public Access

Supporting Document Uniform Transmittal Document-Property & Approved Yes

Casualty

Supporting Document Explanatory Memorandum Approved Yes

Form Amendment of Policy Provisions - Approved Yes

Arkansas

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-025783

Company Tracking Number: FF.15.001.2007.04

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas

Project Name/Number: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas/FF.15.001.2007.04

### Form Schedule

Review	Form Name	Form #	Edition	Form Type Action	<b>Action Specific</b>	Readability	Attachment
Status			Date		Data		
Approved	Amendment of	A-5970-2	10/07	Endorseme Replaced	Replaced Form #	<sup>±</sup> :41.80	A-5970-2.pdf
	Policy Provisions			nt/Amendm	A-5970-1 (Ed.		
	- Arkansas			ent/Conditi	12/05)		
				ons	Previous Filing #		
					FF.15.001.2005.0	)	
					3 Effective 11-01	-	
					2005		



## AMENDMENT OF POLICY PROVISIONS - ARKANSAS

I. The **DEFINITIONS** Section statement between Item **C**. and Item **D**. currently reads "Other words and phrases are defined. They are in quotation marks when used." This statement has been replaced with the following: "Other words and phrases are defined. They are boldface when used".

### II. DEFINITIONS

**DEFINTIONS** – Item **J.5.** is deleted.

III. PART A - LIABILITY COVERAGE - INSURING AGREEMENT - Paragraph A. is replaced with:

### **INSURING AGREEMENT**

A. We will pay damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the **insured**. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

# IV. PART A - LIABILITY COVERAGE - OTHER INSURANCE is replaced with: OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own, shall be excess over any other collectible insurance. However, we will provide primary insurance for a vehicle you do not own if:

- 1. A duly licensed automobile dealer provides a vehicle to you or a family member:
  - a. For use as a temporary substitute while your covered auto is out of normal use because of its breakdown, repair or servicing; or
  - **b.** To demonstrate the vehicle; or
- 2. The vehicle is rented or leased by you or any **family member** from a rental company for a period not more than 90 days.

# V. PART B - MEDICAL PAYMENTS/PERSONAL INJURY PROTECTION COVERAGE (NO-FAULT) SECTION I MEDICAL PAYMENTS COVERAGE - INSURING AGREEMENT

- Paragraph A. is replaced with:

### **INSURING AGREEMENT**

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of **bodily injury**:
  - Caused by accident; and
  - 2. Sustained by an insured.

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

VI. PART B - MEDICAL PAYMENTS/PERSONAL INJURY PROTECTION COVERAGE (NO-FAULT) SECTION I MEDICAL PAYMENTS COVERAGE - OTHER INSURANCE is replaced with:

### OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own, shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, we will provide primary insurance for a vehicle you do not own if:

- 1. A duly licensed automobile dealer provides a vehicle to you or a family member:
  - a. For use as a temporary substitute while **your covered auto** is out of normal use because of its breakdown, repair or servicing; or
  - **b.** To demonstrate the vehicle; or
- 2. The vehicle is rented or leased by you or a **family member** from a rental company for a period not more than 90 days.
- VII. PART B MEDICAL PAYMENTS/PERSONAL INJURY PROTECTION COVERAGE (NO-FAULT) SECTION II PERSONAL INJURY PROTECTION COVERAGE INSURING AGREEMENT Paragraph A.is replaced with:

### **INSURING AGREEMENT**

- A. We will pay personal injury protection benefits to or for an **insured** who sustains **bodily injury**. The **bodily injury** must:
  - 1. Be caused by an accident; and
  - 2. Arise out of the maintenance or use of a motor vehicle as a motor vehicle.

    We will only pay those herefits for which either the word included or a specific reference.

We will only pay those benefits for which either the word included, or a specific premium, is shown in the Declarations.

VIII. PART B - MEDICAL PAYMENTS/PERSONAL INJURY PROTECTION COVERAGE (NO-FAULT) SECTION II PERSONAL INJURY PROTECTION COVERAGE - OTHER INSURANCE is replaced with:

### **OTHER INSURANCE**

- A. Any insurance we provide for medical payments:
  - With respect to bodily injury sustained by any family member, shall be excess over any other collectible insurance available to that family member as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
  - 2. With respect to **bodily injury** sustained by an **insured**, other than the **named insured** or any **family member**, shall be excess over any other collectible similar insurance available to that **insured** as a named insured or family member under another motor vehicle insurance policy providing direct benefits without regard to fault.
- B. Except as provided in A. above, if there is other similar collectible insurance which provides coverage for medical payments, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
  - However, we will provide primary insurance for a motor vehicle you do not own if:
  - A duly licensed automobile dealer provides a motor vehicle to the name insured or a family member:
    - a. For use as a temporary substitute for any other **your covered auto** while it is out of normal use because of its:
      - (1) Breakdown
      - (2) Repair; or
      - (3) Servicing; or
      - To demonstrate the motor vehicle; or
  - 2. The motor vehicle is rented or leased by you or a family member from a rental company for a period not more than 90 days.
- C. No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.

- **D.** Any insurance we provide for work loss or accidental death shall be excess over any other collectible insurance available to:
  - 1. An insured, other than the named insured or any family member, under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable limit of liability shown in the Declarations exceeds the applicable limits of liability of all other insurance.
  - 2. The **named insured** or any **family member** under any other motor vehicle insurance policy. In this event:
    - a. The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
    - **b.** We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, we will provide primary insurance for a motor vehicle you do not own if:

- A duly licensed automobile dealer provides a motor vehicle to the named insured or a family member:
  - a. For use as a temporary substitute for any other **your covered auto** while it is out of normal use because of its:
    - (1) Breakdown;
    - (2) Repair; or
    - (3) Servicing; or
  - b. To demonstrate the motor vehicle; or
- 2. The motor vehicle is rented or leased by you or a family member from a rental company for a period not more than 90 days.
- IX. PART C UNINSURED/UNDERINSURED MOTORISTS COVERAGE SECTION I UNINSURED MOTORISTS COVERAGE INSURING AGREEMENT Paragraph A. is replaced with:

### **INSURING AGREEMENT**

- A. We will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of:
  - 1. Bodily injury sustained by an insured and caused by an accident; and
  - 2. Property damage caused by an accident if the Declarations indicates that bodily injury and property damage Uninsured Motorists Coverage applies.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

X. PART C - UNINSURED/UNDERINSURED MOTORISTS COVERAGE, SECTION I UNINSURED MOTORISTS COVERAGE - INSURING AGREEMENT - Paragraph C. is replaced with:

### **INSURING AGREEMENT**

- C. Property damage as used in this Part C. Section I means injury to or destruction of your covered auto (including its loss of use).
- XI. PART C UNINSURED/UNDERINSURED MOTORISTS COVERAGE SECTION I UNINSURED MOTORISTS COVERAGE LIMIT OF LIABILITY Paragraph A. is replaced with:

### LIMIT OF LIABILITY

- A. The limit of Bodily Injury Liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one accident. Subject to this limit for each person, the limit of bodily injury liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one accident. The limit of Property Damage Liability, if shown in the Declarations for each accident for Uninsured Motorists Coverage, is our maximum limit of liability for all **property damage** resulting from any one accident. This is the most we will pay regardless of the number of:
  - 1. Insureds:
  - 2. Claims made;
  - 3. Vehicles or premiums shown in the Declarations; or
  - 4. Vehicles involved in the accident.

# XII. PART C - UNINSURED/UNDERINSURED MOTORISTS COVERAGES - SECTION I UNINSURED MOTORISTS COVERAGE - OTHER INSURANCE is replaced with:

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

- 1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
- 2. Any insurance we provide with respect to a vehicle you do not own, shall be excess over any collectible insurance providing such coverage on a primary basis.

However, we will provide primary insurance for a vehicle you do not own if:

- a. A duly licensed automobile dealer provides a vehicle to you or a family member:
  - (1) For use as a temporary substitute while **your covered auto** is out of normal use because of its breakdown, repair or servicing; or
  - (2) To demonstrate the vehicle; or
- **b.** The vehicle is rented or leased by you or a **family member** from a rental company for a period not more than 90 days.
- 3. If the coverage under this policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

# XIII. PART C - UNINSURED/UNDERINSURED MOTORISTS COVERAGE - SECTION II UNDERINSURED MOTORISTS COVERAGE - INSURING AGREEMENT - Paragraph A. is replaced with:

### **INSURING AGREEMENT**

- A. We will pay compensatory damages which an **insured** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** because of **bodily injury**:
  - 1. Sustained by an insured; and
  - 2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **underinsured motor vehicle**.

We will pay under this coverage only if 1. or 2. below applies:

 The limits of liability under any bodily injury liability bonds or policies applicable to the underinsured motor vehicle have been exhausted by payment of judgments or settlements; or

- A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we:
  - a. Have been given prompt written notice by certified mail, return receipt requested of such tentative settlement; and
  - b. Advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. However, if the owner or operator of the underinsured motor vehicle is insured by us for liability coverage, this Provision (2.) shall not apply, and an insured may proceed with his or her claim for damages under this coverage anytime after settlement of that insured's claim for damages under the liability coverage applicable to the owner or operator of the underinsured motor vehicle.

# XIV. PART C UNINSURED/UNDERINSURED MOTORISTS COVERAGE - SECTION II UNDERINSURED MOTORISTS COVERAGE - OTHER INSURANCE is replaced with: OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this Part C Section II:

- Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
- 2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing such coverage on a primary basis.

  However, we will provide primary insurance for a vehicle you do not own if:
  - a. A duly licensed automobile dealer provides a vehicle to you or a family member:
    - (1) For use as a temporary substitute while **your covered auto** is out of normal use because of its breakdown, repair or servicing; or
    - (2) To demonstrate the vehicle; or
  - **b.** The vehicle is rented or leased by you or a **family member** from a rental company for a period not more than 90 days.
- 3. If the coverage under this policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

# XV. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO - INSURING AGREEMENT is replaced with:

### **INSURING AGREEMENT**

- A. We will pay for direct and accidental loss to your covered auto or any non-owned auto, including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one your covered auto or non-owned auto results from the same collision, only the highest applicable deductible will apply. We will pay for loss to your covered auto caused by:
  - 1. Other than collision only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
  - 2. Collision only if the Declarations indicate that Collision Coverage is provided for that

If there is a loss to a **non-owned auto**, we will provide the broadest coverage applicable to any **your covered auto** shown in the Declarations.

B. Collision means the upset of your covered auto or a non-owned auto or their impact with another vehicle or object.

Loss caused by the following is considered other than collision:

1. Missiles or falling objects;

6. Hail, water or flood;

**2.** Fire;

7. Malicious mischief or vandalism;

3. Theft or larceny;

8. Riot or civil commotion;

4. Explosion or earthquake;

9. Contact with bird or animal; or

5. Windstorm;

10. Breakage of glass.

If breakage of glass is caused by a **collision**, you may elect to have it considered a loss caused by **collision**.

### C. Non-owned auto means:

- Any private passenger auto, pickup, van or trailer not owned by or furnished or available for the regular use of you or any family member while in the custody of or being operated by you or any family member; or
- 2. Any auto or trailer you do not own while used as a temporary substitute for your covered auto which is out of normal use because of its:

a. Breakdown;

d. Loss; or

**b.** Repair;

e. Destruction.

c. Servicing;

# XVI. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO - OTHER SOURCES OF RECOVERY is replaced with:

### OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a **non-owned auto** shall be excess over any other collectible source of recovery including, but not limited to:

- 1. Any coverage provided by the owner of the non-owned auto;
- 2. Any other applicable physical damage insurance;
- 3. Any other source of recovery applicable to the loss;

However, we will provide primary insurance for a vehicle you do not own if:

- 1. A duly licensed automobile dealer provides a vehicle to you or a family member:
  - a. For use as a temporary substitute for **your covered auto** while it is out of normal used because of its breakdown, repair or servicing; or
  - b. To demonstrate the vehicle; or
  - 2. The vehicle is rented or leased by you or a **family member** from a rental company for a period not more than 90 days.

### XVII. PART F - GENERAL PROVISIONS - TERMINATION is replaced with:

### **TERMINATION**

### A. Cancellation

This policy may be cancelled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance notice of the date cancellation is to take effect.
- 2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 10 days notice if cancellation is for nonpayment of premium; or
  - b. At least 20 days notice in all other cases.
- 3. When this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - **b.** If the policy was obtained through material misrepresentation; or

- c. If your driver's license or that of:
  - (1) Any driver who lives with you; or
  - (2) Any driver who customarily uses your covered auto;

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, we may not cancel under Paragraph (A.3.c) solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK.CODE ANN. Section 5-65-104.

- B. Nonrenewal. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:
  - 1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
  - 2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.
- C. Automatic Termination. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on **your covered auto**, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

### D. Other Termination Provisions

- 1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

- a. You cancel this policy because:
  - (1) You have disposed of **your covered auto**, and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
  - (2) Your covered auto has been repossessed under the terms of a financing agreement; or
  - (3) You are entering the armed forces of the United States of America; or
  - (4) Your covered auto was stolen or destroyed, and you request cancellation:
    - (a) Within 30 days following the date your covered auto was stolen or destroyed; or
    - **(b)** Within 15 days of the time we determined **your covered auto** was destroyed, or if stolen, to be unrecoverable.
- **b.** You cancel this policy but there remains in force with us a policy in your name insuring another auto.
- c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

### XVIII. PART F - SNOWMOBILE COVERAGE - has been replaced with:

#### SNOWMOBILE COVERAGE

If the Snowmobile endorsement is attached to this policy, the provisions of the Snowmobile endorsement apply except as follows:

Paragraph D. of the Definitions Section is replaced by the following:

- D. The term your covered auto is replaced by the term your covered snowmobile. "Your covered snowmobile" means:
  - Any snowmobile shown in the Schedule or in the Declarations.
  - 2. Any **snowmobile** on the date you become the owner. This provision applies only if you:
    - a. Acquire the snowmobile during the policy period; and
    - b. Ask us to insure it within 20 days after you become the owner.
  - 3. Any **snowmobile** you do not own while used as a temporary substitute for any other **snowmobile** described in the definition which is out of normal use because of its:
    - a. Breakdown;
    - b. Repair;
    - c. Servicing;
    - d. Loss; or
    - e. Destruction.

This Provision (3.) does not apply to Coverage For Damage To Your Auto.

Nothing in this endorsement shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-025783

Company Tracking Number: FF.15.001.2007.04

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas

Project Name/Number: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas/FF.15.001.2007.04

# **Rate Information**

Rate data does NOT apply to filing.

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: AR-PC-07-025783

Company Tracking Number: FF.15.001.2007.04

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas

Project Name/Number: A-5970-2 (Ed. 10/07) Amendment of Policy Provisions - Arkansas/FF.15.001.2007.04

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Uniform Transmittal Document- Approved 08/16/2007

**Property & Casualty** 

Comments:

Attached is the Uniform Transmittal Document-Property & Casualty.

Attachment:

PC-TD-1 2007 FF15001200704.pdf

**Review Status:** 

Satisfied -Name: Explanatory Memorandum Approved 08/16/2007

**Comments:** 

Attached is the Explanatory Memorandum.

**Attachment:** 

AR Explanatory A-5970-2 .pdf

# **Property & Casualty Transmittal Document**

1. Reserved for Insurance Dept. Use Only			2. Insurance Department Use only					
				a. Date the filing is received:				
				b. Analyst:				
				c. Disposition:				
					-	ion of the filir	og:	
				d. Date of disposition of the filing:				
				e. Effective date of filing:				
					New Busines			
			Renewal Business					
				f. State Filing #:				
				g.	SERFF Filing #	:		
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3.	Group Name						Group NAIC #	
	Hartford Financial Services Group						00914	
4.	Company Name(s)		Dom	icile	NAIC #	FEIN#	State #	
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	Hartford Fire Ins. Co.			necticut	00914-19682	06-0383750		
	Hartford Accident & Indemnity Co. Hartford Casualty Ins.Co.		India	necticut	00914-22357	06-0383030		
	Hartford Underwriters Ins. Co.			na necticut	00914-29424 00914-30104	06-0294398 06-1222527		
	Twin City Fire Ins.Co.		India		00914-30104	06-1222327		
	Hartford Ins. Co. of the Midwest		India		00914-29439	06-0732736		
	Trumbull Ins. Co.			necticut	00914-37478	06-1000020		
	Property & Casualty Ins. Co. of Hartfo	ord	India		00914-34690	06-1276326		
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# **Property & Casualty Transmittal Document—**

20.	This filing transmittal is part of Company Tracking #	FF.15.001.2007.04

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
We herewith submit for approval Form A-5970-2 (Ed. 11/07) Amendment of Policy Provisions - Arkansas as described in the Explanatory Memorandum prepared by Nancy Daly, Product Consultant.
22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: 25510572
<b>Amount:</b> \$20.00
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

<sup>\*\*\*</sup>Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

### **EXPLANATORY MEMORANDUM**

### **ARKANSAS**

### PRIVATE PASSENGER AUTOMOBILE

Hartford Fire Insurance Company
Hartford Accident and Indemnity Company
Hartford Casualty Insurance Company
Hartford Underwriters Insurance Company
Twin City Fire Insurance Company
Property and Casualty Insurance Company of Hartford
Trumbull Insurance Company
Hartford Insurance Company of the Midwest
Sentinel Insurance Company, Ltd.

## RE: Form A-5970-2 (Ed. 11/07) Amendment of Policy Provisions - Arkansas

We herewith file for approval Form A-5970-2 (Ed. 11/07) – Amendment of Policy Provisions – Arkansas, which replaces Form A-5970-1 (Ed. 12/05) – Amendment of Policy Provisions – Arkansas.

In response to 2007 Ark. Acts 373 (former H.B. 2243), ISO Filing Designation Number PP-2007-OEND1, we have revised Form A-5970-2 to be in compliance.

This form is also being revised to amend the PAP98 Booklet 8403, Part F – General Provisions, Section A.1.b of the Termination Provision to inform the insured that "written" notice is no longer needed to cancel their policy.

A copy of the form is enclosed for your review. We propose to use this form effective November 2, 2007 and later.

Respectfully submitted:

Nancy Daly

Nancy Daly Product Consultant, Personal Lines The Hartford Financial Services Group